

# **Exhibit**

# **A**

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1 L. Eber  
2 as of this date.)  
3 Q. Exhibit 47 is a two-page letter on the  
4 letterhead for Elliot W. Gumaer, Jr. dated January  
5 2, 2001 Bates stamped January 8, 2001 and Bates  
6 number EB 00001556 to 57.  
7 Do you recognize this document?  
8 A. Yes.  
9 Q. What is it?  
10 A. It is a letter from Mike Gumaer to  
11 myself about his retirement from Nixon Peabody.  
12 Q. And do you see on the back page there  
13 is a line below the signature of Mike Gumaer  
14 stating the terms and conditions of this letter  
15 are agreed by the Eber companies?  
16 A. Yes.  
17 Q. And is that your signature below?  
18 A. Yes.  
19 Q. Do you remember signing this document?  
20 A. I don't remember signing it but I did.  
21 It is January of '01.  
22 Q. And when is the last time that you  
23 remember seeing this document?  
24 A. I don't remember.  
25 Q. Do you have any reason to believe that

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1 L. Eber  
2 there are any amendments to this letter agreement?  
3 A. I don't know. I don't remember. I  
4 don't know.  
5 Q. Turning to the second page at the top,  
6 do you see he, Mike writes "As a director and  
7 consultant to the companies I have endorsed your  
8 strategic plan to grow our companies thus enabling  
9 us to compete in an industry that's changed  
10 radically over the years since your father's  
11 death."  
12 Do you see that?  
13 A. Yes.  
14 Q. Do you know what he meant by referring  
15 to himself as a consultant to the companies?  
16 A. Yeah. He was into the business. My  
17 father put him right into the business to work  
18 with me and help me.  
19 Q. So is it fair to say that Mike Gumaer  
20 did nonlegal work for the companies?  
21 MR. RAMSEY: Form.  
22 A. He did legal work. He did consulting.  
23 He did everything.  
24 Q. Second paragraph on page 2 reads "With  
25 the foregoing as historical records I would

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1 L. Eber  
2 propose to you the following A, I shall continue  
3 to waive any direct annual compensation as a  
4 trustee of the Allen Eber Trust. B, I shall  
5 continue as a director of the Eber companies  
6 without any compensation commensurate with my  
7 responsibilities as a director. And C, I shall  
8 continue to serve as a consultant to the companies  
9 and as counsel to you personally and as chief  
10 executive officer."  
11 Do you see that?  
12 A. Yes.  
13 Q. The letter then continues in the next  
14 paragraph, "As compensation for all of these  
15 duties the Eber companies will pay me an annual  
16 consulting fee of forty thousand dollars payable  
17 quarterly on the first of February, May, August  
18 and November beginning February 1, 2001. This  
19 relationship shall remain in place until modified  
20 by you and me in the manner established by this  
21 letter."  
22 Do you see that?  
23 A. Yes.  
24 Q. And you agreed to those terms that he  
25 proposed?

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1 L. Eber  
2 A. Yes.  
3 Q. How long did the annual consulting fee  
4 of forty thousand dollars continue for?  
5 A. As long as we could pay it and I don't  
6 have the date that it changed, but it had to be  
7 after Wells foreclosed on us and we didn't have  
8 the money to pay him.  
9 Q. After that point was his consulting  
10 fee reduced?  
11 A. Yes.  
12 Q. What was it reduced to?  
13 A. I don't remember.  
14 MR. BROOK: Let's go to the next  
15 exhibit. This will be Plaintiffs' Exhibit  
16 48.  
17 (Plaintiffs' Exhibit 48, an e-mail  
18 from Mike Gumaer to Wendy Eber and Lester  
19 Eber dated October 29, 2013 bearing Bates  
20 number GUM 000023, marked for  
21 identification, as of this date.)  
22 Q. Exhibit 48 is an e-mail from Mike  
23 Gumaer to Wendy Eber and Lester Eber dated October  
24 29, 2013 bearing Bates number GUM 000023.  
25 Do you recognize this document?

65 (Pages 254 - 257)